

The Honorable James L. Robart

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

\$549,977.45, MORE OR LESS, IN
UNITED STATES CURRENCY, *et al.*

Defendants.

No. 2:11-cv-1975-JLR

**STIPULATED SETTLEMENT
AGREEMENT**

Plaintiff United States of America and claimant Dennis Harris, Jr., by and through the undersigned counsel, hereby enter into this Stipulated Settlement Agreement upon the terms and conditions set forth below.

The United States filed a Verified Complaint for Forfeiture *In Rem* against the defendant property, consisting of \$549,977.45 in United States currency and one 2005 Cadillac Escalade, VIN 1GYEK63N85R212801, on November 28, 2011, alleging the assets were (A) property constituting or derived from proceeds traceable to contraband cigarette trafficking in violation of 18 U.S.C. § 2342(a), and thus subject to forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C); and (B) property constituting or derived from proceeds traceable to, or property that facilitated, drug trafficking in violation of 21 U.S.C. § 841(a)(1), and thus subject to forfeiture pursuant to 21 U.S.C. § 881(a)(6).

Docket 1. Claimant Dennis Harris, Jr. filed a Claim to the defendants \$549,977.45 and 2005 Cadillac Escalade on January 9, 2012. Docket 7.

In a related civil forfeiture case, *United States v. 1,784,000 Contraband Cigarettes, et al.*, No. 3:12-cv-5992-BHS, the United States filed an Amended Verified Complaint for Forfeiture on March 19, 2013, against several vehicles, currency, and contraband cigarettes. *Id.*, Docket 26. Claimant Dennis Harris, Jr. filed Claims to three defendant vehicles therein, as to one 2009 Cadillac CTS-V, VIN 1G6DN57P290148380, one 2006 Dodge Ram 1500 pickup truck, VIN 1D7HA18256S529667, and one 2003 Hummer H2, VIN 5GRGN23UX3H147134. *Id.*, Dockets 30 and 31.

STIPULATION

1. Plaintiff United States stipulates and agrees to return \$125,000.00 of the defendant \$549,977.45 in United States currency to claimant Dennis Harris, Jr., through his attorney, John Henry Browne.

2. Claimant Dennis Harris, Jr. agrees to withdraw his claim to the remaining \$424,977.45 in United States currency and to the defendant 2005 Cadillac Escalade, VIN 1GYEK63N85R212801, and not to oppose the United States' Motion for Judgment of Forfeiture as to said property.

3. Plaintiff United States stipulates and agrees to dismiss its forfeiture action against and to return the defendant 2009 Cadillac CTS-V, VIN 1G6DN57P290148380, in the above-referenced related case, to claimant Dennis Harris, Jr., through his attorney, John Henry Browne.

4. Claimant Dennis Harris, Jr. agrees to withdraw his claim to the defendant 2006 Dodge Ram 1500 pickup truck, VIN 1D7HA18256S529667, and the defendant 2003 Hummer H2, VIN 5GRGN23UX3H147134, in the above-referenced related case, and not to oppose the United States' Motion for Judgment of Forfeiture as to said vehicles to be filed in that case.

5. Claimant Dennis Harris, Jr. further stipulates and agrees he has no interest in any of the remaining defendant property to which he has not filed a claim.

1 6. The return of property to claimant Dennis Harris, Jr. is not intended to
2 result in that individual being considered a “prevailing party” in this case or the above
3 referenced related civil forfeiture case so that he may not recover attorney’s fees pursuant
4 to 28 U.S.C. § 2465.

5 7. Claimant Dennis Harris, Jr. understands and agrees that by entering into
6 this stipulated agreement, he waives any rights to further litigate his interest in the
7 property and to petition for remission or mitigation of the forfeiture. Thereafter, unless
8 specifically directed by an order of the Court, claimant Dennis Harris, Jr. shall be
9 excused and relieved from further participation in this action.

10 8. This Stipulated Settlement Agreement represents a full settlement and
11 satisfaction of all ownership and possessory claims by claimant Dennis Harris, Jr. to the
12 defendant property in this case and in the above-referenced related civil forfeiture case.
13 Further, this Stipulated Settlement Agreement represents a full settlement and satisfaction
14 of any and all claims by the plaintiff United States for the forfeiture of the defendant
15 property in this case and as to the above-referenced three defendant vehicles in the above
16 referenced related case. The parties shall execute further documents to the extent
17 necessary to implement the terms of this Stipulated Settlement. Each party is to bear its
18 own costs and attorney’s fees.

19 9. Claimant Dennis Harris, Jr. hereby agrees to release and forever discharge
20 the United States, its agencies, agents, employees, and officers, and any other foreign,
21 state, or local law enforcement agents or officers involved in the investigation relating to
22 this case, from any and all claims, liens, demands, obligations, actions, causes of action,
23 indemnifications, damages, liabilities, losses, costs and expenses, of any nature
24 whatsoever, known or unknown, past, present or future, ascertained or unascertained,
25 suspected or unsuspected, existing or claimed to exist, which said claimant, his respective
26 heirs, successors, or assigns may have had, now have, or may hereafter have, arising out
27 of the seizure, handling and disposition of the defendant property in this case and above-
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1 referenced related case, the investigation leading to such actions, and the subsequent
2 forfeiture proceedings, including any claims for interest or attorney's fees.

3 10. Claimant Dennis Harris, Jr. acknowledges that the Debt Collection
4 Improvement Act of 1996, codified at 31 U.S.C. § 3716 and administered through the
5 Treasury Offset Program ("TOP"), requires the United States Treasury to offset federal
6 payments to collect certain delinquent debts owed by a payee to the United States, a
7 United States agency, or a state. Accordingly, claimant Dennis Harris, Jr. acknowledges
8 that the amount to be returned under this agreement may be reduced by the amount of any
9 such delinquent debt that the United States Treasury is required to collect through TOP.

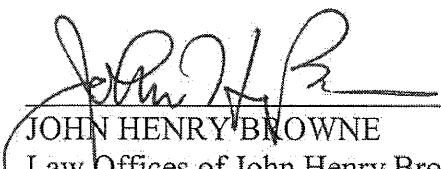
10 11. This agreement shall not be construed to create rights in, or grant any cause
11 of action to, any third party not covered by this agreement.

12
13 DATED: 4/26/16

s/Richard E. Cohen

14 RICHARD E. COHEN
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22 *Counsel for Plaintiff United States of America*

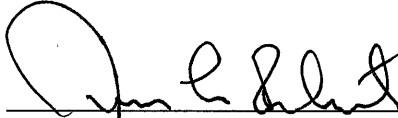
23
24 DATED: 4/25/16

25 
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Counsel for Claimant Dennis Harris, Jr.

ORDER

This Stipulated Settlement Agreement is hereby APPROVED and its terms are hereby ORDERED.

DATED: 1 May 2016



JAMES L. ROBART
United States District Judge

Presented by:

/s/Richard E. Cohen

RICHARD E. COHEN

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CERTIFICATE OF SERVICE

I hereby certify that on April 28, 2016, I electronically filed the foregoing with the Clerk of the Court using CM/ECF system which will send notification of such filing to the attorneys of record for the claimants.

s/Jennifer Biretz

JENNIFER BIRETZ

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